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PTO/SB/21 (09-04)

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<b>TRANSMITTAL FORM</b> (to be used for correspondence after initial filing) OCT 20 2005 U.S. PATENT & TRADEMARK OFFICE	Application Number	10/756,815
	Filing Date	January 12, 2004
	First Named Inventor	JAGER, Willem
	Art Unit	3671
	Examiner Name	PETRAVICK, Meredith C.
	Attorney Docket Number	263490.00040
Total Number of Pages in This Submission		31

ENCLOSURES (Check all that apply)		
<input type="checkbox"/> Fee Transmittal Form <input type="checkbox"/> Fee Attached <input type="checkbox"/> Amendment/Reply <input type="checkbox"/> After Final <input type="checkbox"/> Affidavits/declaration(s) <input type="checkbox"/> Extension of Time Request <input type="checkbox"/> Express Abandonment Request <input type="checkbox"/> Information Disclosure Statement <input type="checkbox"/> Certified Copy of Priority Document(s) <input type="checkbox"/> Reply to Missing Parts/Incomplete Application <input type="checkbox"/> Reply to Missing Parts under 37 CFR 1.52 or 1.53	<input type="checkbox"/> Drawing(s) <input type="checkbox"/> Licensing-related Papers <input type="checkbox"/> Petition <input type="checkbox"/> Petition to Convert to a Provisional Application <input checked="" type="checkbox"/> Power of Attorney, Revocation <input type="checkbox"/> Change of Correspondence Address <input type="checkbox"/> Terminal Disclaimer <input type="checkbox"/> Request for Refund <input type="checkbox"/> CD, Number of CD(s) _____ <input type="checkbox"/> Landscape Table on CD	<input type="checkbox"/> After Allowance Communication to TC <input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences <input type="checkbox"/> Appeal Communication to TC (Appeal Notice, Brief, Reply Brief) <input type="checkbox"/> Proprietary Information <input type="checkbox"/> Status Letter <input checked="" type="checkbox"/> Other Enclosure(s) (please identify below):
Remarks Statement under 37 CFR 3.73(b)		

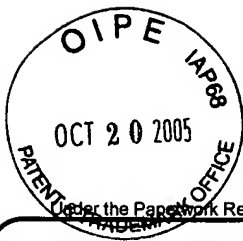
SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT			
Firm Name	Fasken Martineau DuMoulin LLP		
Signature			
Printed name	Armand M. Benitah		
Date	October 19, 2005	Reg. No.	56,026

CERTIFICATE OF TRANSMISSION/MAILING			
I hereby certify that this correspondence is being facsimile transmitted to the USPTO or deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date shown below:			
Signature			
Typed or printed name		Date	

This collection of information is required by 37 CFR 1.5. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to 2 hours to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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PTO/SB/82 (04-05)  
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**REVOCATION OF POWER OF  
ATTORNEY WITH  
NEW POWER OF ATTORNEY  
AND  
CHANGE OF CORRESPONDENCE ADDRESS**

Application Number	10/756,815
Filing Date	January 12, 2004
First Named Inventor	JAGER, Willem
Art Unit	3671
Examiner Name	PETRAVICK, Meredith C.
Attorney Docket Number	263490.00040

**I hereby revoke all previous powers of attorney given in the above-identified application.**

☐ A Power of Attorney is submitted herewith.

**OR**

☒ I hereby appoint the practitioners associated with the Customer Number:

27,419

☒ Please change the correspondence address for the above-identified application to:

☒ The address associated with  
Customer Number:

27,419

**OR**

☐ Firm or  
Individual Name

Address

City

State

Zip

Country

Telephone

Email

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

**SIGNATURE of Applicant or Assignee of Record**

Signature

Name

Date

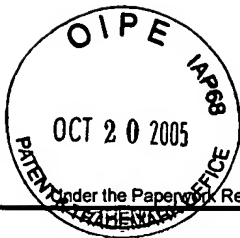
Telephone

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☒ \*Total of \_\_\_\_\_ forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



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**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Willem Jager

Application No./Patent No.: 10/756,815 Filed/Issue Date: January 12, 2004

Entitled: CASTER MOUNTED REEL MOWER

Snowbear Limited, a Corporation  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or  
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by percentage) of its ownership interest is \_\_\_\_\_ %

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

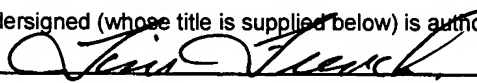
1. From: BILL JAGER To: Snowbear Limited  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
2. From: Snowbear Limited To: RSM Richter Inc.  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: RSM Richter Inc. To: Snowbear Limited (formerly 1652344 Ontario Inc.)  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☒ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

  
Signature

TIM ERICKSON  
Printed or Typed Name

PRESIDENT  
Title

OCT 18/05  
Date

519 7671115  
Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

**SUPPLEMENTAL STATEMENT UNDER 37 CFR 3.73(b)**

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

4. From: 1652344 Ontario Inc. To: Snowbear Limited  
the document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

## CONFIRMATORY ASSIGNMENT

In consideration of good and valuable consideration, the receipt and sufficiency of which is acknowledged, I, **WILLEM JAGER**, whose full post address is 1320 Rider Road, Breslau, Ontario N0B 1M0, hereby confirm that prior to April 22, 2005, I did sell, assign and transfer, and for greater certainty, by these presents do sell, assign and transfer to **SNOWBEAR LIMITED** (hereinafter called "the Assignee"), whose full post office address is 155 Dawson Road, Guelph, Ontario N1H 1A4, to the Assignee's successors, assigns, nominees or other legal representatives, my entire right, title, interest, property and benefit for the United States, Canada and all other countries in the world, in and to the inventions identified in the attached Schedule "A", including the right to apply for and to obtain all United States, Canadian and foreign patents for said inventions and further including subject matter which is fully set forth and described in the applications for Letters Patent listed in the attached Schedule "A", together with my entire right, title, interest, property and benefit for the United States of America, Canada and all other countries in the world, in and to the aforementioned applications, and any Letters Patent which may issue for the invention from such applications, including all divisions, continuations, continuations-in-part, re-examinations, reissues, reinstatements and extensions, and the right to claim in the United States of America, Canada and all other countries in the world any priority resulting from the filing of the above-identified application, or resulting from the filing of any foreign applications in respect of said inventions, under international conventions, treaties or otherwise.

I confirm that the right, title and interest is to be held and enjoyed by the Assignee and the Assignee's successors, assigns, nominees or other legal representatives as fully and exclusively as it would have been held and enjoyed by me had this Assignment not been made, for the full term of any Letters Patent which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

I covenant and agree to do all such things and to execute without further consideration such further assurances, applications and other instruments as may reasonably be required by the Assignee to obtain Letters Patent in the United States, Canada and all other countries in the world, for the invention, and vest the same in the Assignee.

In witness whereof, I have hereunto signed my name on the day and year set forth below.

EXECUTED at Waterloo this 28 day of September 2005.

Signature:

Name:

WJ  
Willem JAGER

Witnessed By:

Signature:

Name:

Jessica Reid  
Jessica Reid

**SCHEDULE A**  
**Patent Applications & Patents**

Country	Title	Serial No.	Filing Date	Patent No.	Issue Date
Canada	CASTER MOUNTED REEL MOWER	2,353,030	July 13, 2001	N/A	N/A
United States	CASTER MOUNTED REEL MOWER	10/192,841	July 11, 2002	6,557,334	May 6, 2003
EPO	CASTER MOUNTED REEL MOWER	02748509.3	July 11, 2002	EP 1406479	N/A
United States	CASTER MOUNTED REEL MOWER	10/756,815	January 12, 2004	N/A	N/A
Canada	EXTENDABLE TRAILER	2,323,912	October 19, 2000	N/A	N/A
United States	EXTENDABLE TRAILER	09/692,482	October 20, 2000	6,378,893	April 30, 2002
Canada	LAWN MOWER	2,430,429	May 29, 2003	N/A	N/A
United States	LAWN MOWER	10/857,347	June 1, 2004	N/A	N/A
Canada	CONVERTIBLE HORSE TRAILER				

Country	Title	Serial No.	Filing Date	Patent No.	Issue Date
Canada	KNOCKDOWN COVERED TRAILER CONSTRUCTION	2,466,619	May 6, 2004	N/A	N/A
Canada	SNOWFLOW	2,426,735	April 24, 2003	N/A	N/A
United States	SNOWFLOW	10/830,492	April 23, 2004	N/A	N/A
United States	VEHICLE	29/153,444	October 1, 2002	D454,289	October 15, 2002
United States	LAWN MOWER	29/194,567	November 11, 2003	D500,054	December 21, 2004
United States	ELECTRIC VEHICLE AND REEL MOWER GANG	10/192,840	July 11, 2002	N/A	N/A
Canada	ELECTRIC VEHICLE AND REEL MOWER GANG	2,352,993	July 13, 2002	N/A	N/A

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**THE HONOURABLE MR.**

**JUSTICE FARLEY**

)  
)  
)

**WEDNESDAY, THE 23rd DAY**

**OF FEBRUARY, 2005**



**CATALYST FUND LIMITED PARTNERSHIP I**

**Applicant**

**- and -**

**SNOWBEAR LIMITED, BEAR METAL PRODUCTS INC., 1353980  
ONTARIO LIMITED, 2005815 ONTARIO LIMITED, 2038977 ONTARIO  
LIMITED, 1347685 ONTARIO LIMITED and MINX DEVELOPMENT  
CORPORATION**

**Respondents**

**AND IN THE MATTER OF SECTION 47(1) OF THE *BANKRUPTCY AND INSOLVENCY*  
*ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF*  
*JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

**AMENDED AND RESTATED ORDER**

**THIS APPLICATION, made by Catalyst Fund Limited Partnership I (together, "Catalyst") for an Order pursuant to section 47(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990 c. C.43, as amended (the "CJA") appointing RSM Richter Inc. as interim receiver and receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Snowbear Limited, Bear Metal Products Inc., 1353980 Ontario Limited, 2005815 Ontario Limited, and 2038977 Ontario Limited 1347685 Ontario Limited and Minx**



Development Corporation (collectively, the "Debtors") was heard this day at 393 University Avenue, Toronto, Ontario.

ON READING the Second Report of the Receiver dated February 17, 2005, the affidavit of George So sworn February 2, 2005 and the Exhibits thereto and on hearing the submissions of counsel for Catalyst, no one else appearing although duly served as appears from the affidavits of service of Carole Hunter sworn February 3, 2005 and February 17, 2005 and on reading the consent of RSM Richter Inc. to act as Receiver:

### **SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged so that this motion is properly returnable today and hereby dispenses with further service thereof.

### **APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 47(1) of the BIA and section 101 of the CJA, RSM Richter Inc. is hereby appointed Receiver, without security, of all of the Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property").

### **RECEIVER'S POWERS**

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the

generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage, with the consent of Catalyst, consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;

- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) implement a marketing program in respect of the Property of the Debtors substantially on the terms outlined in the letter from Richter to Fasken Martineau DuMoulin LLP dated February 2, 2005 which is attached as Exhibit "V" to the Affidavit of George So sworn February 2, 2005, and negotiate such terms and conditions of sale as the Receiver in its discretion may deem appropriate, provided however that the Receiver shall not be required to accept any offer,

including the highest offer, received by it, if the Receiver deems it appropriate to do so;

(l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding \$75,000, provided that the aggregate consideration for all such transactions does not exceed \$175,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

(m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. THIS COURT ORDERS that (i) the Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the

foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy

any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

7. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

8. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

9. THIS COURT ORDERS that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors is not

lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

#### **NO INTERFERENCE WITH THE RECEIVER**

10. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

#### **CONTINUATION OF SERVICES**

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, paint and painting services, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, freight services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be



agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

### **RECEIVER TO HOLD FUNDS**

12. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

### **CHIEF INTERIM OPERATING OFFICER**

13. THIS COURT ORDERS that the engagement of Breakwall Financial Corporation and in particular Mr. Dennis Jewitt of that firm, by the Receiver as the chief interim operating officer ("CIOO") of the Debtors be and is hereby approved.

### **EMPLOYEES**

14. THIS COURT ORDERS that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit

amounts, other than such amounts as the Receiver may specifically agree in writing to pay, or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction.

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the

protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### **LIMITATION ON THE RECEIVER AND CIOO'S LIABILITY**

17. THIS COURT ORDERS that the Receiver and the CIOO shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on their part. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

#### **RECEIVER'S ACCOUNTS AND CHARGE**

18. THIS COURT ORDERS that any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel both in respect of this application to date and hereafter and in respect of the period of time in which the Receiver was appointed privately by the Applicants as receiver and manager of the Debtors, incurred at the standard rates and charges of the Receiver

and its counsel, shall be allowed to it in passing its accounts (collectively "Receiver Claims") and shall, together with any expenditure or liability which shall properly be made or incurred by the CIOO ("CIOO Claims"), form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "Receiver's Charge"), provided however that the Receiver's Charge shall rank subordinate in priority to the mortgage granted by 1347685 Ontario Limited in favour of Rohnbrad Inc. over land and premises known municipally as 155 Dawson Road, Guelph, Ontario (the "Rohnbrad Mortgage"), and further provided that CIOO Claims shall rank subordinate in priority to Receiver Claims in respect of the Receiver's Charge.

19. THIS COURT ORDERS the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$3,000,000 (or such greater amount as this Court may by further Order authorize) at

any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the Rohnbrad Mortgage.

22. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

24. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

#### **GENERAL**

25. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

26. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

27. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

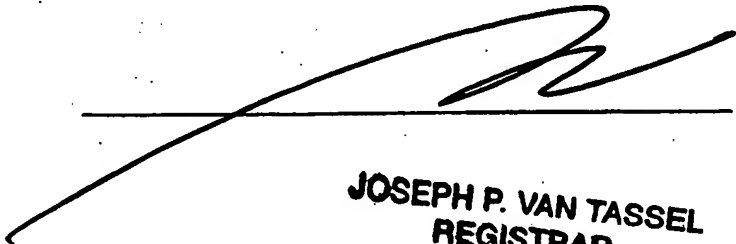
28. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

29. THIS COURT ORDERS that for the purposes of seeking the aid and recognition of any court or any judicial, regulatory or administrative body outside of Canada, including, without limitation, for the purposes of obtaining, if deemed necessary or desirable by the Receiver, an order under Section 304 of the *U.S. Bankruptcy Code*, the Receiver shall act and be deemed to be the foreign representative of the Debtors,

30. THIS COURT ORDERS that Catalyst shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of Catalyst's security or, if not so provided by the Catalyst's security, then on a substantial indemnity basis to be paid by

the Receiver from the Debtors' estates with such priority and at such time as this Court may determine.

31. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



JOSEPH P. VAN TASSEL  
REGISTRAR

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

MAY 04 2005

PER/PAR:



**SCHEDULE "A"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that RSM Richter Inc., the interim receiver and receiver and manager (the "Receiver") of all of the assets, undertakings and properties of Snowbear Limited, Bear Metal Products Inc., 1353980 Ontario Limited, 2005815 Ontario Limited, 1347685 Ontario Limited, Minx Development Corporation and 2038977 Ontario Limited appointed by Amended and Restated Order of the Ontario Superior Court of Justice (the "Court") dated the 23rd day of February, 2005 (the "Order") made in an action having Court file number 05-CL-5736, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$3,000,000 which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded monthly not in advance on the \_\_\_\_\_ day of each month after the date hereof at the rate of \_\_\_\_\_ per cent *per annum*.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.



6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 2005.

RSM Richter Inc., solely in its capacity as  
Receiver of the Property (as defined in the  
Order), and not in its personal capacity

Per: \_\_\_\_\_

Name:

Title:

**CATALYST FUND LIMITED PARTNERSHIP I**

**V.**

**SNOWBEAR LIMITED, BEAR METAL PRODUCTS INC., 1353980  
ONTARIO LIMITED, 2005815 ONTARIO LIMITED, 2038977 ONTARIO  
LIMITED, 1347685 ONTARIO LIMITED and MINX DEVELOPMENT  
CORPORATION**

**Applicant**

**Respondents**

**Court File No. 05-CL-5736**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**Proceeding commenced at TORONTO**

**AMENDED & RESTATED ORDER**

**FASKEN MARTINEAU DUMOULIN LLP**

**Barristers & Solicitors**

**Suite 4200, TD Bank Tower**

**Box 20, Toronto-Dominion Centre**

**Toronto, Ontario**

**M5K 1N6**

**Edmond F. B. Lamek [LSUC No. 33338U]**

**Carole J. Hunter [LSUC No. 43087I]**

**Tel: (416) 366 8381**

**Fax: (416) 364 7813**

**Solicitors for the Applicant**

## PATENT ASSIGNMENT

**RSM RICHTER INC.**, solely in its capacity as Interim Receiver and Receiver and Manager of the assets, properties and undertakings of 2006843 Ontario Inc. (formerly Snowbear Limited) (the "Debtor") whose full post office address is Suite 1100, PO Box 48, 200 King Street West, Toronto, M5H 3T4, and not in its personal capacity, in consideration of the sum of one dollar (\$1.00) and other premises, covenants and consideration, the receipt and sufficiency of which are hereby acknowledged, hereby confirms that on or about April 22, 2005 it did assign, transfer and set over to and onto 1652344 Ontario Inc. and for greater certainty, hereby does assign, transfer and set over to and onto **Snowbear Limited (formerly 1652344 Ontario Inc.)**, an Ontario corporation, whose full post office address is 155 Dawson Road, Guelph, Ontario N1H 1A4, any and all of its rights, title, interest, property and benefit for Canada, United States and all other countries throughout the world in and to the inventions embodied in the patent(s) and/or patent application(s) ("Patents") listed in Schedule "A" attached hereto, including any and all divisions and reissues to said Patents, to the full end of the term for which each said Patent may be granted, including, without limitation, the right to apply for Letters Patent in Canada, the United States and all other countries throughout the world and all rights to claim priority based on said application(s) under the terms of any international Convention, and including all rights in Canada, the United States and all other countries throughout the world to sue and recover for past infringement of such Patents, the same to be held and enjoyed by the said Snowbear Limited (formerly 1652344 Ontario Inc.), as fully and completely as by the said Debtor had this assignment not been made.

EXECUTED at Toronto, Ontario, Canada, this 5<sup>th</sup> day of October, 2005.

### RSM RICHTER INC.

solely in its capacity as Interim Receiver and Receiver and Manager of the assets, properties and undertakings of 2006843 Ontario Inc. (formerly Snowbear Limited) and not in its personal capacity

Signature: [Signature]

Print Name: Robert Richter

Title: V.P.

(Authorized Signing Officer)

### Witnessed by

Signature: [Signature]

Print Name: Melaney Wagner

## ACKNOWLEDGEMENT

**Snowbear Limited (formerly 1652344 Ontario Inc.)**, an Ontario corporation, whose full post office address is 155 Dawson Road, Guelph, Ontario N1H 1A4, the assignee named in the within assignment, hereby acknowledges the assignment to it of the Patents listed in Schedule "A" attached hereto, including any proceedings of any nature in accordance therewith, and appoints **Fasken Martineau DuMoulin LLP** whose full post office address is Toronto Dominion Bank Tower, Box 20, Suite 4200, Toronto-Dominion Centre, Toronto, Ontario, M5K 1N6, as the firm to which any notice in respect of this assignment may be given or served with the same effect as if it had been given to or served upon it.

EXECUTED at Toronto, Ontario, Canada, this 6<sup>th</sup> day of October, 2005.

### Snowbear Limited (formerly 1652344 Ontario Inc.)

Signature: [Signature]

Print Name: Newton Cinsora

Title: Director

(Authorized Signing Officer)

### Witnessed by

Signature: [Signature]


Print Name: GEORGE SO

# SCHEDULE "A"

## Patents

Country	Title	Serial No.	Filing Date	Patent No.	Issue Date
Canada	CASTER MOUNTED REEL MOWER	2,353,030	July 13, 2001	N/A	N/A
United States	CASTER MOUNTED REEL MOWER	10/192,841	July 11, 2002	6,557,334	May 6, 2003
EPO	CASTER MOUNTED REEL MOWER	02748509.3	July 11, 2002	EP 1406479	N/A
United States	CASTER MOUNTED REEL MOWER	10/756,815	January 12, 2004	N/A	N/A
Canada	EXTENDABLE TRAILER	2,323,912	October 19, 2000	N/A	N/A
United States	EXTENDABLE TRAILER	09/692,482	October 20, 2000	6,378,893	April 30, 2002
Canada	LAWN MOWER	2,430,429	May 29, 2003	N/A	N/A
United States	LAWN MOWER	10/857,347	June 1, 2004	N/A	N/A
Canada	CONVERTIBLE HORSE TRAILER				

Country	Title	Serial No.	Filing Date	Patent No.	Issue Date
Canada	KNOCKDOWN COVERED TRAILER CONSTRUCTION	2,466,619	May 6, 2004	N/A	N/A
Canada	SNOWPLOW	2,426,735	April 24, 2003	N/A	N/A
United States	SNOWPLOW	10/830,492	April 23, 2004	N/A	N/A
United States	VEHICLE	29/153,444	October 1, 2002	D464,289	October 15, 2002
United States	LAWN MOWER	29/194,567	November 11, 2003	D500,054	December 21, 2004
United States	ELECTRIC VEHICLE AND REEL MOWER GANG	10/192,840	July 11, 2002	N/A	N/A
Canada	ELECTRIC VEHICLE AND REEL MOWER GANG	2,352,993	July 13, 2002	N/A	N/A

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Ontario Business Services  
**CERTIFICATE**  
This is to certify that these articles  
are effective on

**Ministère des Services  
aux consommateurs  
et aux entreprises**  
**CERTIFICAT**  
Ceci certifie que les présents statuts  
entrent en vigueur le

**Ontario Corporation Number**  
**Numéro de la société en Ontario**

1652344

APRIL 25 AVRIL 2005

*[Signature]*  
Director / Directrice

**Business Corporations Act / Loi sur les sociétés par actions**

COPY

**ARTICLES OF AMENDMENT**  
**STATUTS DE MODIFICATION**

**Form 3  
Business  
Corporations  
Act**

**Formule 3**  
**Loi sur les**  
**sociétés par**  
**actions**

1. The name of the corporation is: (Set out in BLOCK CAPITAL LETTERS)  
*Dénomination sociale actuelle de la société (écrire en LETTRES MAJUSCULES SEULEMENT):*

[illegible]

2. The name of the corporation is changed to (if applicable): (Set out in BLOCK CAPITAL LETTERS)  
Nouvelle dénomination sociale de la société (s'il y a lieu) (écrire en LETTRES MAJUSCULES SEULEMENT):

[illegible]

3. **Date of incorporation/amalgamation:**  
**Date de la constitution ou de la fusion :**

**2005/03/11**

(Year, Month, Day)  
(année, mois, jour)

4. Complete only if there is a change in the number of directors or the minimum / maximum number of directors.  
Il faut remplir cette partie seulement si le nombre d'administrateurs ou si le nombre minimal ou maximal d'administrateurs a changé.

**Number of directors is/are: or minimum and maximum number of directors is/are:**  
**Nombre d'administrateurs : ou nombres minimum et maximum d'administrateurs :**

Number or minimum and maximum  
Nombre ou minimum et maximum

11

--	--

5. The articles of the corporation are amended as follows:  
Les statuts de la société sont modifiés de la façon suivante :

**to change the name of the Corporation to Snowbear Limited.**

6. The amendment has been duly authorized as required by sections 168 and 170 (as applicable) of the *Business Corporations Act*.  
*La modification a été dûment autorisée conformément aux articles 168 et 170 (selon le cas) de la Loi sur les sociétés par actions.*
7. The resolution authorizing the amendment was approved by the shareholders/directors (as applicable) of the corporation on  
*Les actionnaires ou les administrateurs (selon le cas) de la société ont approuvé la résolution autorisant la modification le*

2005, 04, 22

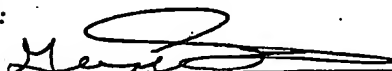
(Year, Month, Day)  
 (année, mois, jour)

These articles are signed in duplicate.  
*Les présents statuts sont signés en double exemplaire.*

1652344 ONTARIO INC.

(Name of Corporation) (If the name is to be changed by these articles set out current name)  
*(Dénomination sociale de la société) (Si l'on demande un changement de nom, indiquer ci-dessus la dénomination sociale actuelle).*

By/  
 Par:

  
 (Signature)  
 (Signature)

DIRECTOR

(Description of Office)  
 (Fonction)

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